



TO: North County Library Authority (NCLA) Commission

FROM: Steven Mattas, Commission Attorney

DATE: October 18, 2021

SUBJECT: Consideration and Approval of Services Agreement with MRG, LLC

Summary

At the August 30, 2021 Commission meeting the Commission Attorney was directed to return to the next meeting with a Services Agreement for administrative support between NCLA and MRG, LLC.

Discussion

Administrative support has been provided to the NCLA Commission through a consulting contract between the City of Los Altos and Municipal Resources Group (MRG) since January 2018. The City has informed MRG that based on execution of the JPA Amendment No. 1 in January 2021 the City will no longer be contracting for those services.

The attached agreement covers the period of February 1, 2021 through December 31, 2021. It is anticipated the City of Los Altos will take over basic administrative support beginning January 1, 2022. The current Liaison providing administrative support through MRG has committed to assisting in any way needed to ensure a smooth transition.

Recommendation

It is recommended the Commission approve the services agreement for administrative support with MRG.

Attachments:

5a. Services Agreement between NCLA and MRG, LLC

**SERVICES AGREEMENT BETWEEN
THE NORTH COUNTY LIBRARY AUTHORITY
AND MUNICIPAL RESOURCE GROUP LLC**

This Services Agreement (this “**Agreement**”) is made and entered into between the North County Library Authority (“NCLA”) and Municipal Resource Group LLC (“Consultant”) (together sometimes referred to as the “Parties”) effective as of **February 1, 2021** (the “**Effective Date**”). In consideration of their mutual covenants, the Parties hereby agree as follows:

1. **Scope of Services.** Consultant shall provide the services described in the Scope of Work attached as **Exhibit A** (“Work”), attached hereto and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail. The term of this Agreement shall begin on the Effective Date and shall end on **December 31, 2021**, and Consultant shall complete the work described in Exhibit A to NCLA’s satisfaction prior to that date, in a professional, competent manner, unless the term of the Agreement is otherwise terminated or extended. The time provided to Consultant to complete the services required by this Agreement shall not affect NCLA’s right to terminate the Agreement, as provided for in Section 7.

2. **Payment.** NCLA shall pay Consultant an amount not to exceed: Fifteen Thousand Dollars (\$15,000) for the full and satisfactory completion of the Work in accordance with the terms and conditions of this Agreement. The calculation of payment for the Work shall be based on the hourly rate set forth in Exhibit A. The amount stated above is the entire compensation payable to Consultant for the Work performed hereunder, including all labor, materials, tools and equipment furnished by Consultant, and all expenses incurred by Consultant including mileage, printing and postage. NCLA shall make payments, based on invoices received, for Work performed. NCLA shall have thirty (30) days from the receipt of an invoice to pay Consultant.

3. **Independent Contractor.** It is understood and agreed that this Agreement is not a contract of employment and does not create an employer-employee relationship between NCLA and Consultant. At all times Consultant shall be an independent contractor and NCLA shall not control the manner of Consultant accomplishing the Work. Consultant is not authorized to bind NCLA to any contracts or other obligations without the express written consent of NCLA.

4. **Indemnification.** To the fullest extent permitted by law, Consultant shall indemnify, defend (with counsel acceptable to NCLA), and hold harmless NCLA and its officers, officials, employees and agents (collectively, the “NCLA Indemnitees”) from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorneys’ fees and costs of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Consultant’s performance of the Work or Consultant’s failure to comply with this Agreement, except such Liability caused by the negligence or willful misconduct of NCLA Indemnitees.

5. **Insurance.** Prior to beginning the Work and continuing throughout the term of this Agreement, Consultant (and any subcontractors) shall, at Consultant’s (or subcontractor’s) sole cost and expense, furnish NCLA with certificates of insurance evidencing that Consultant has obtained and maintains insurance in the following amounts:

A. Workers’ Compensation that satisfies the minimum statutory limits.

B. Commercial General Liability and Property Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION

DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage.

C. Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.

D. Professional Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

All insurance policies shall be written on an occurrence basis and shall name NCLA Indemnitees as additional insureds. The certificates shall contain a statement of obligation on the part of the carrier to notify NCLA of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal.

6. Compliance with all Applicable Laws; Nondiscrimination. Consultant shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. Consultant shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

7. Termination. NCLA may terminate or suspend this Agreement at any time and without cause upon written notification to Consultant. Upon receipt of notice of termination or suspension, Consultant shall immediately stop all work in progress under this Agreement. In the event of termination, Consultant shall be entitled to compensation for Work performed to the date of notice of termination. NCLA's right of termination shall be in addition to all other remedies available under law to NCLA.

8. Payment of Taxes; Tax Withholding. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Consultant's withholding duty to NCLA upon request.

9. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

10. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties. This Agreement may be modified or amended only by a subsequent written agreement signed by both Parties.

11. Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of NCLA shall be personally liable to Consultant in the event of any default or breach by NCLA or for any amount which may become due to Consultant pursuant to this Agreement.

12. Prevailing Party. In the event that either party to this Agreement commences any legal action or proceeding (including but not limited to arbitration) to interpret the terms of this Agreement, the prevailing party in such a proceeding shall be entitled to recover its reasonable attorney's fees associated with that legal action or proceeding.

13. Notice. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if

personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant: Municipal Resource Group LLC
P.O. Box 561, Wilton CA 95693
Attn: Mary Egan
egan@solutions-mrg.com

NCLA: 1 N. San Antonio Road
Los Altos, CA 94022
Attn: NCLA President

14. Execution in Counterpart. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

15. Assignment, Governing Law. Consultant may not assign any of Consultant's obligations under this Agreement without NCLA's prior written approval. This Agreement is governed by California law. The jurisdiction for any litigation arising from this Agreement shall be in the state of California, and shall be venued in the County of San Mateo.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

NCLA:

CONSULTANT:

By: _____

By: _____

Neysa Fligor
President
North County Library Authority

Mary Egan
Managing Partner
Municipal Resource Group, LLC

EXHIBIT A



July 29, 2021

Neysa Fligor President,
North County Library Authority
1 North San Antonio Road
Los Altos, CA 94022

Dear President Fligor:

Municipal Resource Group LLC (MRG) has provided liaison services between the City of Los Altos and the North County Library Authority JPA (NCLA) since November 2017. MRG Consultant Marcie Scott has supported the JPA and the City with facilitation services including coordinating materials for meetings, facilitating meetings, budget development and recordkeeping. The City of Los Altos has recently provided an amendment to pay for services through January 2021 under the City's original agreement. We appreciate the extension of the term!

We also received a copy of the Resolution 2021-05 Amend 1 that moves services from the City to NCLA for the purpose of paying for consultation services. MRG requests that we coordinate with the City contact or NCLA contact to ensure the facilitative services are appropriately under agreement starting on February 1, 2021 through the end of the calendar year.

Please see attached scope of services provided by Marcie Scott. Please let us know if you need anything further to approve current consulting services.

Sincerely,

A handwritten signature in blue ink that reads "Mary Egan". The signature is written in a cursive style and is positioned above a white rectangular box.

Mary Egan
CEO/Managing Partner
MRG LLC
916-261-7547
egan@solutions-mrg.com



SCOPE OF WORK

The North County Library Authority, a Joint Powers Authority between the City of Los Altos and Town of Los Altos Hills, has requested assistance with meeting facilitation, and management and tracking of fiscal issues.

TASK 1: Prepare and maintain records of all NCLA meetings, including financial spreadsheet(s). Consultant will prepare meeting agendas, capture all input and summarize into minutes, create and update financial spreadsheet(s), send out communications to meeting participants, and coordinate with the City of Los Altos and Santa Clara County as needed.

TASK 2: Facilitate meetings and follow-up: Consultant will assist the NCLA in compliance with the Brown Act, meeting protocol and follow-up on meeting items as needed.

TASK 3: Track Financial Information: Consultant will prepare and maintain spreadsheet(s) to inform the Authority and City Staff of financial status and information.

PROJECT FEES

MRG will invoice for actual hours worked at \$200 per hour. Expenses will be invoiced at cost, including mileage, printing and postage. An annual contract of \$15,000 will cover the maximum expected cost for this project.

DRAFT